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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LIFE INSURANCE COMPANY OF
NORTH AMERICA,

Plaintiff,

v.

DEBRA A. BROWNING and
THERESA A. SCIMECA (Individually
and as Guardian of her minor child,
CODY BROWNING,

Defendants.

Case No. 08 CV 00963

Judge Samuel Der-Yeghiayan

AGREED ORDER

This Matter coming to be heard for upon the parties' Joint Motion to Voluntarily Dismiss Counterclaims and for Leave to Deposit State, Discharge, and Permanent Injunction; due notice having been given; and the Court fully advised in the premises;

Pursuant to the agreement of the parties, IT IS HEREBY ORDERED THAT said Motion is granted, as follows:

- a. The counterclaims of the defendants against Life Insurance Company of North American ("LINA") are hereby voluntarily dismissed with prejudice and each party shall bear their own fees and costs with respect to such counterclaims;
- b. LINA is granted leave to deposit with the Registry of the Court the stake of \$77,100 ("Proceeds");
- c. Subject to and conditioned upon its deposit of the Proceeds, LINA is discharged from any and all liability in this cause and from any and all liability with respect to Policy Number FLX 960387 (the "Policy") as it relates to the death of Jack Browning ("Decedent") and from any and all liability to all parties in this cause and all persons and entities in privity with or claiming through any such party any rights arising under the Policy giving rise to this interpleader action;
- d. All parties hereto and parties in privity with or claiming they are such parties are permanently enjoined, pursuant to 28 USC §2361, from making demand or instituting and prosecuting any other proceeding against LINA in any

court, Federal or State, for the recovery of all or any part of the proceeds of the Policy relative to the death of Decedent;

- e. The Court retains jurisdiction of this cause for the determination of the rights of the respective claimant-defendants in and to the Proceeds; and
- f. LINA's claim(s), including its claim for attorneys' fees, are voluntarily dismissed with prejudice, and LINA is hereby dismissed from this Action.

Dated: April 2, 2008.

ENTERED:

Samuel Der-Yeghian
Judge Samuel Der-Yeghian